

BEFORE THE SECURITIES COMMISSIONER
OF THE STATE OF KANSAS



In the Matter of:

TERRI L. MAYTA;
AKA: TERRI L. GRILLOT
TERRI L. MAYTA-GRILLOT,

Docket No. 18E043
KSC No. 2015-6280

Respondent.

_____/

Pursuant to K.S.A. 17-12a604

CONSENT ORDER

1. The Staff of the Securities Commissioner of Kansas (“KSC Staff”) alleges that Respondent Terri L. Mayta, as listed in the caption above, (the “Respondent”) engaged in conduct that constitutes violations of the Kansas Uniform Securities Act and that Respondent is subject to discipline pursuant to K.S.A. § 17-12a604.
2. Respondent and KSC Staff desire to settle the matters raised by KSC Staff relating to Respondent’s alleged violations.

I. CONSENT TO JURISDICTION

3. Respondent and the KSC Staff stipulate and agree that the Securities Commissioner of Kansas (“the Commissioner”) has jurisdiction over Respondent and this matter pursuant to the Kansas Uniform Securities Act, K.S.A. §§ 17-12a101 through 17-12a703 (“KUSA”).
4. Respondent and the KSC Staff stipulate and agree that the Commissioner has authority to enter this Order pursuant to K.S.A. § 17-12a604.

II. WAIVER AND EXCEPTION

5. Respondent waives his right to a hearing with respect to these matters.

6. Respondent waives any rights that she may have to seek judicial review or otherwise challenge or contest the terms and conditions of this Order. Respondent specifically forever releases and holds harmless the Kansas Securities Commissioner, the KSC Staff and their respective representatives and agents from any and all liability and claims arising out of, pertaining to, or relating to this matter.
7. Respondent stipulates and agrees that, should the facts contained herein prove to be false or incomplete, KSC Staff reserves the right to pursue any and all legal and administrative remedies at its disposal.

III. CONSENT TO COMMISSIONER'S ORDER

8. Respondent and KSC Staff agree to the issuance of this Consent Order without further proceedings in this matter, agreeing to be fully bound by the terms and conditions specified herein.
9. Respondent agrees not to take any action or to make or permit to be made any public statement creating the impression that this Order is without a factual basis. Nothing in this Order affects Respondent's: (a) testimonial obligation, or (b) right to take legal or factual positions in defense of litigation or in defense of other legal proceedings in which the Commissioner is not a party.

IV. FINDINGS OF FACT

10. On March 10, 2015, the Office of the Kansas Securities Commissioner ("KSC") received a complaint from Kansas Resident, "KR", regarding alleged fraud by Respondent associated with the sale of units in Tierra Verde Development Company LLC ("Tierra Verde") and The Healing Spa at Tierra Verde LLC, which later changed its name to Concierge Surgical Recovery Center LLC ("Concierge").

11. Based on the information contained in the complaint, KSC opened an administrative inquiry into the activities of Respondent in this action.
12. Respondent is an individual and a Kansas resident with the last known address of [REDACTED]
[REDACTED]
13. Tierra Verde is a Kansas limited liability company that registered with the Kansas Secretary of State on February 27, 2008. The current mailing address for Tierra Verde is 1225 N. Coach House Court, Wichita, KS 67235.
14. Concierge is a Kansas limited liability company that registered with the Kansas Secretary of State on February 27, 2008, under the name The Healing Spa at Tierra Verde LLC. The entity status is currently forfeited for failure to timely file an annual report with the Kansas Secretary of State. The last known address for Concierge is 5605 N. Sullivan, Wichita, KS 67204. The last known resident agent for Concierge was Paul Good at 300 W. Douglas Ave., Ste. 500, Wichita, KS 67202.
15. Respondent has never been registered in any capacity with the KSC.
16. During KSC's administrative inquiry, it was discovered that, from 2008 through 2010, Respondent raised funds for use in two business enterprises, Tierra Verde and Concierge. Tierra Verde was organized to purchase a tract of land in Bel Aire, KS, while Concierge was organized to construct and operate a wellness facility on the tract of land purchased by Tierra Verde.
17. Membership units in both Tierra Verde and Concierge were sold to investors by Respondent pursuant to Private Placement Memorandums.
18. The Private Placement Memorandum ("PPM") for Tierra Verde specified the following:

- a. The offering consisted of 70 Class A Membership Units in Tierra Verde offered on an “All or None Basis” at \$25,000 per unit, with a two-unit minimum, for a total offering of \$1,750,000.
 - b. The termination date for the offering was listed as October 31, 2008, unless extended by Tierra Verde to a date no later than November 30, 2008.
 - c. By “All or None Basis,” the Tierra Verde PPM specified that meant that no Class A Membership Units would be sold unless subscriptions for all of the Class A Membership Units were received on or before the termination date.
 - d. The Tierra Verde PPM further stated that investor funds were to be placed in an escrow account until the offering had been fully subscribed.
 - e. Respondent was listed in the Tierra Verde PPM as “Manager” of Tierra Verde. The Tierra Verde PPM stated that Members of Tierra Verde had very limited control of the business and affairs of the Company, including its day-to-day operations, which was the responsibility of Respondent.
19. The PPM for Concierge specified the following:
- a. The offering consisted of 40 Class A Membership Units in Concierge offered on an “All or None Basis” at \$50,000 per unit for a total offering of \$2,000,000.
 - b. The termination date for the offering was listed as March 31, 2009, unless extended by Concierge to a date no later than April 30, 2009.
 - c. By “All or None Basis,” the Concierge PPM specified that meant that no Class A Membership Units would be sold unless subscriptions for all of the Class A Membership Units were received on or before the termination date.

20. Concierge had a subsequent offering pursuant to a PPM dated June 28, 2010 (the “Second Concierge PPM”), which changed Concierge’s business plan to include post-surgical care.

The Second Concierge PPM also specified the following:

- a. The offering consisted of 50 Class A Membership Units in Concierge offered at \$50,000 per unit, with a two-unit minimum, for a total offering of \$2,500,000.
 - b. All of the units must be fully subscribed and Concierge had to receive proceeds from additional bank financing before Concierge would use the funds raised by the Second Concierge PPM.
 - c. Funds raised by the Second Concierge PPM were to be placed in an escrow account until the offering had been fully subscribed.
 - d. The termination date for the offering was listed as December 31, 2010, and funds raised by the Second Concierge PPM would be returned if the offering was not fully subscribed.
 - e. Respondent was listed in the Second Concierge PPM as a “Member of the Management Committee.” The Concierge Operating Agreement stated that “Members that are not Managers shall take no part whatever in the control, management, direction, or operation of the Company’s affairs and shall have no power to bind the Company.”
21. Respondent raised capital for Tierra Verde and Concierge with the PPMs above from multiple investors in Kansas.
22. Before raising capital for Tierra Verde and Concierge, the Respondent filed for bankruptcy in 2004, but did not disclose this in the PPMs discussed above. The

Respondent failed to otherwise disclose this fact to investors before allowing them to invest in Tierra Verde or Concierge.

23. By obtaining the corporate records of Tierra Verde and Concierge along with bank records associated with both companies, KSC Staff determined the following:
- a. Escrow accounts were never established for Tierra Verde or Concierge.
 - b. At least one investor was able to buy a single unit of Tierra Verde instead of a minimum of two units, contrary to the terms of the PPM.
 - c. Tierra Verde funds were dispersed before the close of the subscription period, although Tierra Verde never raised the full subscription amount.
 - d. Respondent continued to raise capital in Tierra Verde after the close of the subscription period outlined in the PPM.
 - e. Tierra Verde never reached the full subscription amount, but funds were never returned to investors as outlined in the PPM.
 - f. Respondent used \$108,000 of Tierra Verde funds for architectural work on the Healing Spa at Tierra Verde and not for the purposes outlined in the Tierra Verde PPM.
 - g. Respondent failed to raise the full subscription amount for Concierge but did not return investor funds as indicated.
 - h. Concierge funds were disbursed, although Concierge never raised the full subscription amount.

V. CONCLUSIONS OF LAW

24. The Commissioner has jurisdiction over Respondent and this matter. The following Order is in the public interest and is consistent with the purposes intended by the Kansas Uniform Securities Act.
25. Pursuant to K.S.A. 17-12a102(28)(E), the term “security” includes an investment contract creating an interest in a limited liability company. Accordingly, the membership units sold by Respondent in both Tierra Verde and Concierge are securities under Kansas law.
26. Pursuant to K.S.A. 17-12a501(2), it is unlawful for a person, in connection with the sale of a security, to make an untrue statement of a material fact, or omit to state a material fact necessary in order to make a statement made, in the light of the circumstances under which it is made, not misleading.
27. According to K.S.A. 17-12a604(b), discipline for each violation of K.S.A. 17-12a501 may include: (1) a civil penalty of up to \$25,000 for each violation; (2) a bar or suspension from association with an investment adviser or broker-dealer registered in this state; (3) an order requiring the person to pay restitution for any loss or disgorge any profits arising from a violation, including, in the Administrator’s discretion, the assessment of interest from the date of the violation at the rate provided for interest on judgments by K.S.A. 16-204, and amendments thereto; (4) an order charging the registrant with the actual cost of an investigation or proceeding; and (5) an order requiring the registrant to cease and desist from any action that constitutes a ground for discipline, or to take other action necessary or appropriate to comply with the KUSA.

Fraud Associated with Tierra Verde and Concierge

28. In violation of K.S.A. 17-12a501(2) and (3) and as described above and based on the actions outlined in Paragraph 14, Respondent engaged in acts, practices, and a course of business that operated as a fraud and deceit upon others, and made material untrue or misleading statements in the PPMs.
29. In violation of K.S.A. 17-12a501(2), before their investment, Respondent failed to disclose to investors the material information that she had previously declared bankruptcy.

VI. ORDER

IT IS, THEREFORE, ORDERED that the Respondent is **permanently barred** from registration as a broker-dealer or investment advisor in this State or any association with either of the same.

IT IS SO ISSUED BY THE COMMISSIONER.

Entered at Topeka, Kansas, this 11th day of April, 2018,

[Redacted Signature]

John R. Wine, Jr.
Kansas Securities Commissioner

CONSENTED TO BY:

[Redacted Signature]

THOMAS E. KNUTZEN
CHIEF LITIGATION COUNSEL
Office of the Kansas Securities Commissioner



Terri L. Mayta
Respondent

Fraud Associated with Tierra Verde and Concierge

28. In violation of K.S.A. 17-12a501(2) and (3) and as described above and based on the actions outlined in Paragraph 14, Respondent engaged in acts, practices, and a course of business that operated as a fraud and deceit upon others, and made material untrue or misleading statements in the PPMs.
29. In violation of K.S.A. 17-12a501(2), before their investment, Respondent failed to disclose to investors the material information that she had previously declared bankruptcy.

VI. ORDER

IT IS, THEREFORE, ORDERED that the Respondent is **permanently barred** from registration as a broker-dealer or investment advisor in this State or any association with either of the same.

IT IS SO ISSUED BY THE COMMISSIONER.

Entered at Topeka, Kansas, this 20 day of March, 2018,

John R. Wine, Jr.
Kansas Securities Commissioner

CONSENTED TO BY:

Ryan A. Kriegshauser
General Counsel
Office of the Kansas Securities Commissioner

Terri L. Mayta
Respondent

NOTICE

(1) Under KSA 17-12a508(a), an intentional violation of an Order issued under the Kansas Uniform Securities Act is a felony criminal offense.

(2) This decision may be subject to judicial review. The agency officer to receive service of a petition for judicial review on behalf of the Office of the Securities Commissioner is John R. Wine, Jr., Securities Commissioner, at 109 SW 9th Street, Suite 600, Topeka, Kansas 66612.

CERTIFICATE OF SERVICE

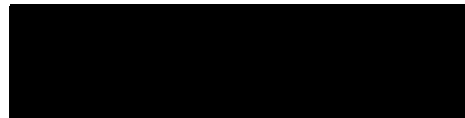
I, the undersigned, hereby certify that on the 12th day of April 2018, a copy of the above and foregoing document was sent by certified mail, return receipt requested, and by first-class mail, postage prepaid, addressed to:

Terri L. Mayta
9117 Westlawn Circle
Wichita, KS 67210

And via email to:

Thomas E. Knutzen
Chief Litigation Counsel
Office of the Kansas Securities Commissioner
Tom.knutzuen@ks.gov

Terri L. Mayta
ironeasel@msn.com



Nickie Oathout
Administrative Clerk